



ORBIS Mining Pty Ltd

Standard Terms and Conditions of Sale of Goods and Services

Placing an order confirms agreement with these Terms and Conditions

1. Definitions and Interpretations

1.1. In this Conditions:

Conditions means these standard terms and conditions of sale, as may be amended by ORBIS MINING from time to time; *Contract* means a contract on the Conditions for the supply of Goods by ORBIS MINING to the Customer pursuant to an Order; *Customer* means a person to whom ORBIS MINING supplies Goods;

Goods means all goods and/or services supplied by ORBIS MINING to the Customer;

ORBIS MINING means ORBIS MINING PTY LTD (ABN 13 168 173 671)

Order means an order for Goods placed by the Customer to ORBIS MINING;

2. Conditions of Sale

- 2.1. The Conditions are deemed to be incorporated into all Contracts and supersede all terms and conditions previously issued by ORBIS MINING.
- 2.2. The Conditions will prevail to the extent of any inconsistency between the Conditions and an Order.
- 2.3. ORBIS MINING may accept or reject an Order in its sole discretion.
- 2.4. Where the Customer places an Order which contains terms and conditions different from the Conditions, subsequent delivery of the Goods to the Customer shall be deemed to be a counter-offer to supply the Goods on the Conditions and such counter-offer shall be deemed to be accepted by the Customer on acceptance of the Goods.

3. Variation

- 3.1. No variation of these Conditions shall have any effect unless in writing and signed by or on behalf of ORBIS MINING.

4. Prices & Quotations

- 4.1. A quotation for Goods is open for acceptance by the Customer up to 4:00 pm EST on the day the quotation is provided, unless otherwise noted on the quotation, however, ORBIS MINING reserves the right to withdraw a quotation at any time before acceptance.
- 4.2. Unless specified, GST (Goods & Service Tax), if applicable, is additional to the price and is based on the rate ruling at the date of quotation with any variation to the Applicant's account.
- 4.3. Unless otherwise stated in a quotation, freight and insurance will be charged at rates prevailing on the date of dispatch for delivery.
- 4.4. All prices quoted and invoiced by ORBIS MINING are strictly net 30 days, unless otherwise agreed to by ORBIS MINING in writing.

5. Taxes and Customs Duty

- 5.1. ORBIS MINING reserves the right to adjust prices by an amount equal to any applicable sales tax, consumption, retail or value added or like tax, duty or charge payable by ORBIS MINING which may be levied on the sales of the Goods. ORBIS MINING is not liable for any customs duties or other charges, fines or assessments whatsoever levied on the Goods.

6. Sub-Contracting

- 6.1. ORBIS MINING may, in its absolute discretion, sub-contract the manufacture, supply and/or delivery of the Goods.

7. Dispatch Dates

- 7.1. Although ORBIS MINING will use its best endeavours to meet dispatch forecasts, dispatch dates given are estimates only and ORBIS MINING is not liable in any circumstances for loss or damage, whether direct or indirect, from delays in dispatch however arising.

8. Delivery

- 8.1. Delivery to the Customer, and acceptance of the Goods for the purposes of clause 2.4 will be deemed to have been made when the Goods are delivered to either:
- (a) the premises of the Customer or the premises nominated by the Customer; or
 - (b) A carrier commissioned by either the Customer or ORBIS MINING.

9. Separate Deliveries

- 9.1. ORBIS MINING reserves the right to deliver Goods in instalments and, if delivery is made by instalments, the Customer shall not be entitled to terminate or cancel the Order or to compensation for any loss or damage, whether direct or indirect, by reason only of the delivery by instalments.

10. Recovery of costs

- 10.1. If the preparation of an Order or the delivery of Goods is delayed or suspended by the Customer's instructions or failure to instruct, ORBIS MINING reserves the right to adjust the price payable for the Goods to cover any extra expenses incurred by ORBIS MINING directly or indirectly as a consequence of the Customer's instructions or failure to instruct as the case may be.
- 10.2. If the Customer is unable to take delivery of the Goods when they are ready for dispatch, ORBIS MINING reserves the right to recover any costs incurred by it for the storage of such Goods.

11. Warranty

- 11.1. Subject to clauses 11.4 and 11.5, ORBIS MINING warrants that the Goods shall:
- (a) be free from defective materials and workmanship;
 - (b) conform to such written specifications that have been expressly accepted by ORBIS MINING;
- 11.2. The warranty shall not apply:
- (a) if the Goods are subject to misuse, abuse, accident or improper treatment;
 - (b) if the Goods are installed, used, maintained or operated otherwise than in accordance with instructions provided by ORBIS MINING;
 - (c) if the Goods are damaged by foreign objects;



- (d) in respect of any damage arising from abrasion, erosion, corrosion, deterioration, or the like contributed to by abnormal temperatures, the influence of foreign matter or energy or the physical or chemical properties of water, steam or chemical compounds unless the Goods were supplied for a duty which contemplated the above contributing elements and in respect of which elements there is specific and detailed prior disclosure by the Customer.
- 11.3. ORBIS MINING's liability under the Warranty is limited, at ORBIS MINING's option, to:
- (a) 12 months or 2,000 hours of operation on parts and workmanship, whichever comes first;
 - (b) the repair or replacement of such Goods or the supply of equivalent Goods; or
 - (c) The payment of the cost of repairing or replacing such Goods or supplying equivalent Goods.
- 11.4. Goods not manufactured by ORBIS MINING are sold only with such warranty as the manufacturer thereof has given to ORBIS MINING and as ORBIS MINING may be able to enforce.
- 11.5. Where Goods are sold for use in combination with other equipment or materials the Warranty is limited to the Goods sold and not to any combination with other equipment or materials.
- 11.6. The Warranty is the sole warranty in relation to the Goods and, to the extent permitted by law, all warranties and conditions in relation to the Goods whether expressed or implied by statute, common law, trade custom or usage are expressly excluded.
- 11.7. If any law (including the *Trade Practices Act 1974*) implies any condition or warranty into the Conditions, and that law avoids or prohibits provisions excluding or modifying the operation of such condition or warranty, then to the extent permitted by law, ORBIS MINING's liability for any breach of such a condition or warranty is limited to, at ORBIS MINING's option:
- (a) the repair or replacement of such Goods or the supply of equivalent Goods; or
 - (b) The payment of the cost of repairing or replacing such Goods or supplying equivalent Goods.
- 11.8. The Customer must notify ORBIS MINING of any claim that the Goods are defective within seven (7) days of receipt of Goods. ORBIS MINING reserves the right to require the Customer to return, at ORBIS MINING's cost, the defective Goods for examination by ORBIS MINING.
- 11.9. Once ORBIS MINING has complied with its obligations under clause 11.3, any Goods returned to ORBIS MINING pursuant to clause 11.8 will become the property of ORBIS MINING.
- 11.10. ORBIS MINING is not liable for any labour costs or other expenditures incurred by the Customer.

12. Invoices and Payments

- 12.1. ORBIS MINING will issue an invoice for the Goods to the Customer on delivery of the Goods as determined in accordance with clause 8.
- 12.2. Subject to clause 22 and unless otherwise stipulated, the Customer must pay the entire amount of an invoice in immediately available funds prior to delivery of the Goods as determined in accordance with clause 8.
- 12.3. If any sum remains unpaid after the due date for payment, ORBIS MINING may charge the Customer interest on the overdue amount at the rate per annum which is the aggregate of 2.0% and the prime lending rate published by HSBC Australia (or any rate that replaces that rate), from the due date for payment until the overdue amount including any accumulated interest is paid. Interest shall be calculated on daily balances.
- 12.4. The charging or payment of interest shall be without prejudice to any other rights or remedies ORBIS MINING may have to recover any amount due for Goods sold or agreed to be sold by ORBIS MINING.
- 12.5. In the event of default of the payment by the Purchaser all debt recover costs including legal cost on a solicitor/owner client basis and mercantile agent costs shall be deemed to be part of the indebtedness of the Purchaser to ORBIS MINING. Further, the Purchaser agrees to indemnify ORBIS MINING in respect of mercantile agent commission charged to it which shall be an amount not exceeding 18% of the monies due and payable as recorded on the statement of account by the Purchaser to ORBIS MINING.



13. Lien

- 13.1. Notwithstanding any other remedies ORBIS MINING may have in respect of unpaid debts due to it from the Customer, ORBIS MINING is entitled to a general lien on all goods or property of the Customer in ORBIS MINING's possession to cover any unpaid debts due to it from the Customer.
- 13.2. ORBIS MINING may, on fourteen (14) days written notice to the Customer, dispose of such goods or property of the Customer as ORBIS MINING thinks fit and to apply any proceeds received towards such debts.

14. Right to Set Off

- 14.1. ORBIS MINING may, at any time without notice to the Customer, set off any liability of the Customer to ORBIS MINING against any liability of ORBIS MINING to the Customer whether the liability of the Customer or ORBIS MINING is actual or contingent, primary, collateral or joint and several and whether expressed as a liability to pay money or a liability to delivery or transfer precious metal or goods.

15. Retention of Title

- 15.1. ORBIS MINING and the Customer agree that title to Goods delivered by ORBIS MINING to the Customer is only transferred to the Customer when the Customer has paid all sums owing to ORBIS MINING in relation to the relevant Goods whether under this or another contract.
- 15.2. Until the Customer makes payment in full for Goods and title to the Goods passes to the Customer in accordance with clause 15.1.:
 - (a) the relationship between the Customer and ORBIS MINING shall be fiduciary and the Customer shall hold the Goods and any products into which the Goods have been incorporated as bailee and, at its own expense, store them separately in a manner that clearly identifies such Goods as the property of ORBIS MINING;
 - (b) The Customer must at all time and at its own cost maintain such insurance in respect of such Goods and any products into which the Goods have been incorporated as ORBIS MINING in its absolute discretion deems necessary. Where there is a loss or damage to Goods or any products into which the Goods have been incorporated, the Customer shall take all reasonable steps to claim for the loss and/or damage under the insurance described in this clause 15.2(b), and the Customer shall hold all monies paid under such insurance in trust for the Company in a separate account;
 - (c) notwithstanding any other provision of this clause 15, the Customer may sell Goods and any products into which the Goods have been incorporated in the ordinary course of the Customer's business and deliver them to any third party provided that:
 - i. the Customer shall not represent to any third party that it is acting on behalf of ORBIS MINING;
 - ii. the Customer shall not be entitled to bind ORBIS MINING to any liability to any third party whether in contract or otherwise;
 - iii. subject to clause 15.2(c)(v) below, the Customer shall enforce and be responsible for the enforcement of any contract for the sale of the Goods to the third party;
 - iv. where the Customer is paid by the third party, the proceeds of the sale shall be held in trust by the Customer for ORBIS MINING in a separate account; and
 - v. where the Customer is not paid by the third party, the Customer agrees at the option of ORBIS MINING to assign its claim against the third party to ORBIS MINING upon ORBIS MINING giving notice to the Customer in writing;
 - (d) ORBIS MINING shall be entitled to possession of the Goods and any products into which the Goods have been incorporated and may recover and sell the same and retain so much of the proceeds of sale as is equal to the amount owing by the Customer to ORBIS MINING;



- (e) in addition to any other rights which ORBIS MINING may have under the Conditions or at law, the Customer gives ORBIS MINING, its agents and employees leave and licence, without the necessity of giving notice, to enter the premises of the Customer (or the premises of any associated company or agent of the Customer where the Goods are located) at any time to inspect, search for or retake possession of such Goods without liability for trespass or any resulting damage; and
- (f) The Customer shall not mortgage, charge, encumber or create any other security interest over the Goods without ORBIS MINING's prior written consent.

16. Risk

- 16.1. Notwithstanding Clause 15, Goods supplied by ORBIS MINING shall be at the sole risk of the Customer from the time at which they are delivered in accordance with clause 8.
- 16.2. ORBIS MINING shall not in any circumstances be liable for loss of or damage to Goods in transit to the Customer unless:
 - (a) ORBIS MINING has agreed to deliver the Goods to a certain location and the loss of or damage occurs before the Goods arrive at the agreed location;
 - (b) any damage or shortage is reported in writing to ORBIS MINING and the carrier within seven (7) days after delivery; and
 - (c) In the case of a total loss, the Customer gives written notice to ORBIS MINING of the non-arrival of the goods within a reasonable period (not exceeding two (2) weeks) after receipt of ORBIS MINING's invoice.
- 16.3 Goods returned by the Customer to ORBIS MINING shall be at the sole risk of the Customer until such Goods have come into custody of ORBIS MINING at the premises of ORBIS MINING where (having regard to the nature of the Goods and the reason for their return) the Goods will be unpacked and/or inspected. This clause 16.3 shall apply notwithstanding that the Goods may come into the possession or custody of ORBIS MINING at some earlier time, whether by collections or otherwise. Transit insurance can be provided by ORBIS MINING, through prior arrangement to which clause 16.4 applies.
- 16.4 Customer agrees to be bound by the terms and conditions of the transit insurance policy organised by ORBIS MINING with an external insurance company, including the claims process and processing time involved. Customer acknowledges that ORBIS MINING is not responsible for advancing or loaning Customer Goods or monies in advance of any insurance claim being finalised. Should the insurance claim not be successful, ORBIS MINING is not liable to cover the loss of Goods. ORBIS MINING will not be held responsible for any consequential loss of any kind as a result of a loss of your Goods.

17. Cancellation

- 17.1. If an Order is cancelled by the Customer, the Customer must pay for any losses incurred by ORBIS MINING, which for precious metals will include metal price movements, and the costs incurred by ORBIS MINING up to and including the date of cancellation for all items ordered, supplied, or manufactured in execution of the Order.
- 17.2. ORBIS MINING may cancel an Order by a written notice to the Customer, and without prejudice to the recovery of any cost expenses incurred by it, if:
 - (a) the Customer instructs ORBIS MINING to suspend manufacture of the Goods in fulfilment of the Order and does not instruct ORBIS MINING to recommence manufacture of the Goods in fulfilment of the Order within [14] days;
 - (b) except for the purpose of a solvent reconstruction or amalgamation which has the prior written consent of ORBIS MINING:
 - i. process is filed in a court seeking an order that it be wound up or that a Controller be appointed to it or any of its assets, unless the application is withdrawn, struck out or dismissed within 7 days of it being filed; or



- ii. an order is made that it be wound up or that a Controller be appointed to it or any of its assets; or
 - iii. a resolution that it be wound up is passed or proposed;
- (c) a liquidator, provisional liquidator, Controller or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertaking;
 - (d) an administrator is appointed to it, a resolution that an administrator be appointed to it is passed or proposed, or any other steps are taken to appoint an administrator to it;
 - (e) the Customer enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors or members, or an assignment for the benefit of any of, or any class of, its creditors, or process is filed in a court seeking approval of any such arrangement, compromise or composition;
 - (f) The Customer ceases or threatens to cease carrying on his business or pay its debts as and when they fall due.

18. No assignment

- 18.1. The Customer must not assign, transfer, create any charge or otherwise deal in any other way with any of its rights under a Contract without the prior written consent of ORBIS MINING which ORBIS MINING may give or withhold in its absolute discretion.

19. Tools

- 19.1. Unless otherwise agreed by ORBIS MINING in writing, all tools, dies, patterns and other items made by or for ORBIS MINING for the execution of an Order, shall remain the property of ORBIS MINING notwithstanding any charge payable by Customer in respect thereof.

20. Intellectual Property

- 20.1. ORBIS MINING accepts no liability for any claims against the Customer for any infringement of any patent or other intellectual property rights in the use, resale or offering for resale of the Goods.
- 20.2. If we execute an order in accordance with your designs, plans or specifications, you will indemnify us against all actions, losses, damages, costs, fees or other liabilities arising from any claims against us for infringement of any third party's intellectual property rights.
- 20.3. We do not grant in these conditions any licence of our existing or future intellectual property rights (including patent rights, registered or unregistered designs, copyright, trade names, trademarks or other intellectual property rights).
- 20.4. Arrangements may be made for you to retain exclusive use of designs or patterns but all property rights in all machinery, plant and equipment used for manufacture will remain ours whether or not we charge you for their cost.

21. Limitation of Liability

- 21.1. Subject to clauses 11.3, 11.7 and 21.2, ORBIS MINING's liability to the Customer whether in contract, tort (including negligence) or otherwise in connection with or arising out of the supply of Goods shall not exceed the value of the relevant Goods supplied pursuant to the Contract.
- 21.2. In no circumstances shall ORBIS MINING be liable for any loss of profits, loss of opportunity, loss of revenue, loss of actual or anticipated savings, loss of goodwill, exemplary, punitive or special damages or any other indirect or consequential loss.



22. Force Majeure

- 22.1. If the manufacture or supply of the Goods, or ORBIS MINING's ability to comply with its obligations under a Contract, is prevented, interrupted, hindered or delayed by any cause whatsoever beyond the control of ORBIS MINING including, but not limited to, strikes, lock-outs, raw material shortages, accidents or breakdown of plant machinery (*Force Majeure*) ORBIS MINING is excused from its obligations under the Contract for the duration and to the extent of the Force Majeure. If a Force Majeure continues for a period of [1] month, ORBIS MINING may terminate the Contract on written notice to the Customer.

23. Application and Extension of Credit

- 23.1. The Customer may apply for trade credit by completing the attached trade credit application.
- 23.2. The extension of trade credit to the Customer shall be at the absolute discretion of ORBIS MINING at all times.
- 23.3. ORBIS MINING reserves the right to require a guarantee and indemnity to be given by any person in relation to an application for trade credit approval on such terms as may be determined by ORBIS MINING from time to time.
- 23.4. ORBIS MINING reserves the right, without prior notice, to refuse to extend any further trade credit to a Customer. ORBIS MINING's approval of this application does not require ORBIS MINING to extend trade credit to the Customer in any particular amount.
- 23.5. To allow ORBIS MINING to assess the Customer's application for trade credit, the Customer authorises ORBIS MINING to do each of the following, in accordance with the provisions of the *Privacy Act 1988*:
- (a) obtain from a credit rating agency, a credit report containing personal information about the Customer and any guarantor (if applicable);
 - (b) obtain from a credit reporting agency any other information in relation to the Customer's commercial credit activities; and
 - (c) give to and obtain from any credit provider named in the Customer's credit application and any credit provider named in a credit report issued by a credit reporting agency, information about the Customer's credit arrangements.
- 23.6. Where trade credit is approved in accordance with this clause 22:
- (a) ORBIS MINING will periodically issue an invoice to the Customer for the Goods;
 - (b) the Customer must pay the amount of the invoice, up to the approved trade credit limit, in immediately available funds on the last Business Day of the month following the month in which the invoice was issued or such other date as indicated on the invoice; and
 - (c) The Customer must pay the amount of the invoice in excess of the approved trade credit limit, in immediately available funds promptly prior to despatch of Goods.

24. Anti Bribery and Corruption

- 24.1. You will not offer, pay, promise to pay, or authorise the giving of any financial or other benefit to any person for the purpose of obtaining an improper advantage, or otherwise conduct itself in a manner contrary to the US Foreign Corrupt Practices Act 1977 (or as amended) or other applicable anti-bribery laws. ORBIS MINING may terminate all order(s) immediately upon written notice where you are found to have breached this condition, and you shall indemnify ORBIS MINING from all damages, penalties, fines and/or costs of any kind arising from, or relating to, any such breach.
- 24.2. You warrant and represent that you shall comply with all applicable taxation, anti-money laundering and financial crimes laws, regulations and rules ("Financial Crime Laws") and: (a) any consideration paid for the purchase of the goods does not constitute the proceeds of crime under any applicable Financial Crime Laws, and is not derived from conflict, terrorism or money laundering sources; and (b) you shall not commit an offence of cheating the public revenue or an offence consisting of being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of a tax by yourself or any other person. Unless otherwise agreed in writing by the parties, you shall only make payments to us from an account held in your name.



25. Confidentiality

- 25.1. All drawings, plans, specifications, technical or commercial know-how, inventions, processes, initiatives, or any information concerning our business, its products or prices, or any other documents prepared by us and which you may have obtained from us, are all deemed to be confidential information (“Confidential Information”) and proprietary to us and such Confidential Information shall remain our property and shall be deemed to have been imparted by us in trust to you for your sole use. The copyright in such Confidential Information vests with us. You shall keep in strict confidence and not, by failure to exercise due care or otherwise by any act or omission, disclose to any person whatsoever, or use or exploit commercially for a purpose other than the performance of your obligations under the contract, any Confidential Information which will have been disclosed to you by us, and you shall restrict disclosure or use of such Confidential Information to such of your employees, officers, advisers, agents or sub-contractors on a need to know basis for the purpose of discharging its obligations to us and you shall ensure that such employees, officers, advisers, agents or sub-contractors are subject to equal obligations of confidentiality as you are bound to under this condition.

26. Governing Law

- 26.1. The Conditions and any Contracts are governed by the laws of the State of Western Australia and ORBIS MINING and the Customer submit to the non-exclusive jurisdiction of the courts of Western Australia.

27. Severance

- 27.1. If one or more provisions of the Conditions is or becomes void, voidable or unenforceable for any reason, the Conditions shall be read and enforced as if the void, voidable or unenforceable provisions had been deleted and all other provisions remain in full force and effect.

28. Waiver

- 28.1. Waiver by us of breach of any condition shall not prevent the subsequent enforcement of that condition nor be deemed to be a waiver of any subsequent breach of that or any other condition



TRADE CREDIT APPLICATION

1. Applicant Details

Name of Applicant _____

Registered Business/ Trading Name: _____

(If different to name of applicant)

Business Address: _____

Customer Contact: _____ Title: _____

PO Box (if applicable): _____

ACN No: _____ A.B.N. No: _____

Home or Registered Office (if Company) address: _____

Telephone No: () _____ Facsimile No: () _____

E-mail Address: _____

WWW Address: _____

Type of Business Structure (State where Public Company, Private Company, Trustee Company or Individual acting as Trustee, Partnership or Sole Trader) _____

Has entity ever been in receivership? Yes / No

Date Business Commenced _____ How long at this address: _____

Previous Address (if less than 5 years at current address): _____

Premises: Leased / Owned: _____ Lessor: _____

Name of Accountant: _____

Telephone No: () _____



2. Credit Details:

Maximum limit required \$ _____ Bank/Branch: _____

Bank BSB/Swift No: _____ Bank Account No: _____

Bank Account Name: _____

Business / Trading References:

Business Name Address Telephone No. Contact Name 1.

2. _____

3. _____

3. Director/Partnership/Sole Trader Details:

Full Name Address Telephone No. Ever been Bankrupt?

1. _____ Yes / No

2. _____ Yes / No

3. _____ Yes / No

- **Director/partner/owner guarantees may be required if considered appropriate**
- **Financial statements may be required**

4. Application for Credit

- The APPLICANT HEREBY REQUESTS

ORBIS MINING PTY LTD (“ORBIS MINING”)

To open a credit account (“the Credit Account”) in the name of the Applicant on the terms and conditions (“the Terms and Conditions”) set out at the end of this application form.

- The Applicant agrees that, as from the date of this Application, all goods purchased by the Applicant from ORBIS MINING shall be purchased subject to the said Terms and Conditions.
- The Applicant DECLARES that the above information is true and correct in every particular and ACKNOWLEDGES that ORBIS MINING will rely upon the information provided when deciding whether to grant credit to the Applicant.

	FOR AND ON BEHALF OF APPLICANT	WITNESS
Signed		
Please print name		
Position		
Date		



To be completed by the Sales Representative

Name: _____ Branch _____ Date: _____

Please comment on the following –

(a) Customer Profile/History/Profitability/Asset Base

(b) Current & Potential Business with ORBIS MINING (in point form)



(c) **Other Comments:**

(d) **List of Attachments:**

(a) **TRADE REFERENCES – to be completed by Credit Controller**

	<u>Name</u>	<u>Number Years</u>	<u>Average Month's Trading</u>	<u>Payment Terms</u>
1.	_____	_____	_____	_____
	Comments: _____			
2.	_____	_____	_____	_____
	Comments: _____			
3.	_____	_____	_____	_____
	Comments: _____			

APPROVED BY	GENERAL MANAGER		
Name			
Signature			
Date			



APPLICATION FOR CREDIT – IMPORTANT INFORMATION

- The Applicant hereby requests ORBIS MINING PTY LTD to open a credit account (“the Credit Account”) in the name of the Applicant on the terms and conditions (“the Conditions”) as attached.
- The Applicant agrees that as from the date of this application, all goods purchased by the Applicant from ORBIS MINING PTY LTD shall be purchased subject to the Conditions (attached).
- The Applicant DECLARES that the information provided above is true and correct in every particular and ACKNOWLEDGES that ORBIS MINING PTY LTD will rely upon the information when deciding whether to grant credit to the Applicant.
- The Applicant acknowledges that by completing this form they AUTHORISE ORBIS MINING PTY LTD or it’s agent to conduct reference checks as considered appropriate in the consideration of this Credit Application.
- The Applicant DECLARES that the credit to be provided to the Applicant by the credit provider is to be applied wholly or predominantly for:
 - Business purposes; or
 - Investment purposes other than investment in residential property.

IMPORTANT

You should only sign this declaration if this loan is wholly or predominantly for:

- business purposes; or
- investment purposes other than investment in residential property.

By signing this declaration you may lose your protection under the Consumer Credit Code or National Credit Code (as applicable).

FOR AND BEHALF OF APPLICANT

WITNESS

SIGNED

.....

.....

PLEASE PRINT FULL NAME

.....

.....

POSITION

.....

.....

DATE

.....

.....

